



SEABOARD COAST LINE RAILROAD COMPANY

6-2511072

Treasury Department

P. O. Box 27581

Richmond, Virginia 23261

LEONARD G. ANDERSON

VICE PRESIDENT AND TREASURER

October 7, 1976

Date

Fee \$

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO.

OCT 7 1976

INTERSTATE COMMERCE COMMISSION

8517

Filed & Recorded

FEE OPERATION BR.

OCT 7 3 26 PM '76

RECEIVED

Dear Mr. Oswald:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, counterparts Nos. 1 through 4 of Transfer Agreement dated as of September 15, 1976, described in detail below. Such document by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 4 may be treated as the original and the others as counterparts thereof.

The security title being transferred is to used equipment being reconstructed, sold and leased under documents being filed with the Commission simultaneously herewith for recordation immediately prior hereto.

1. Names and addresses of the parties to the Transfer Agreement

(a) Transferor - Exchange National Bank of Chicago, as Trustee, LaSalle and Adams Streets, Chicago, Illinois 60690 (See NOTE attached)

(b) Transferee - American National Bank and Trust Company of Chicago, as Agent, LaSalle and Washington Streets, Chicago, Illinois 60690

2. Description of the equipment

Identifying marks:

"Ownership Subject to a Security Agreement filed under the Interstate Commerce Act, Section 20c"

Counterpart - V. J. Anderson

Mr. Robert L. Oswald - 2

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Box Cars	55-ton	XM and XL	300	27500-27799, incl.
Woodchip Hopper Cars	70-ton	HTS	200	190730-190929, incl.

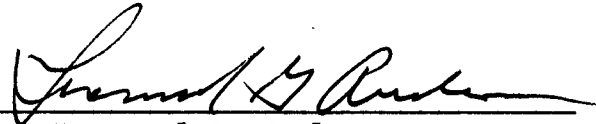
3. Counterparts Nos. 3 and 4 of the above mentioned document should be returned to Mr. Erle J. Zoll, Jr., representing the undersigned, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036.

I am enclosing this company's check in the amount of \$50.00 made payable to the Commission covering the recordation fee for the above mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

NOTE:

For the purpose of further clarifying the enclosed financing documents, it is pointed out that the Exchange National Bank of Chicago, LaSalle and Adams Streets, Chicago, Illinois 60690, is a Trustee under a certain Trust Agreement dated as of September 15, 1976, for the benefit of the following named equity participants:

Mercantile National Bank at Dallas
P. O. Box 5415
Dallas, Texas 75222

American National Bank and Trust Company
7th and 4th Avenues
Rockford, Illinois 61110

The First National Bank of Gordon
P. O. Box 290
Gordon, Nebraska 69343

TRANSFER AGREEMENT

September 15, 1976

American National Bank and
Trust Company of Chicago,
not in its individual
capacity but solely as
Agent,
LaSalle and Washington Streets,
Chicago, Illinois 60690.

REGISTRATION NO. 6517-^C_B

OCT 7 1976 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

Attention of Mr. Ronald Bean.

The undersigned proposes to acquire the used railroad equipment described in Annex I hereto (hereinafter called the Hulks) from Seaboard Coast Line Railroad Company (hereinafter called the Builder) and desires to have such Hulks reconstructed. The undersigned hereby agrees with you as follows:

1. In order to cause the Hulks to be reconstructed and sold to us by you on conditional sale, the undersigned hereby assigns and transfers to you, without any warranties, including, but not limited to, warranties as to title, fitness, merchantability or workmanship, security title to the Hulks.

2. You will hold security title under and pursuant to the Reconstruction and Conditional Sale Agreement dated as of September 15, 1976 (hereinafter called the Agreement), among you, the Builder and us, and you will request that the Hulks be reconstructed, pursuant thereto in accordance with the specifications referred to in Schedule A thereto. In accordance with the Agreement the undersigned will cause the Hulks to be delivered to the Builder on your behalf.

3. Upon completion of the reconstruction, the reconstructed Hulks will be delivered and conditionally sold by you to us in accordance with the Agreement.

4. If Hulks are excluded from the Agreement you shall reassign to us your interest in such Hulks, without warranty.

5. It is understood and agreed that this Agreement is being entered into solely to permit you to effectuate the foregoing and your interests in the Hulks, in pres-

ent form or as reconstructed, is a security interest and that we shall at all times be the beneficial owner of the same. It is further understood and agreed that we shall have no personal liability under this Agreement, our obligations being solely as set forth in that certain Participation Agreement dated as of September 15, 1976, among us, the Builder and the other parties listed at the foot thereof, and the other agreements annexed to such Participation Agreement.

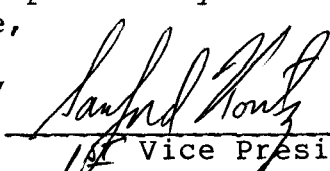
6. It is understood and agreed that this Agreement may be executed by you and us in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

If the foregoing is in accordance with your understanding, please sign each of the enclosed counterparts of this letter in the space provided and return one counterpart to us.

Very truly yours,

EXCHANGE NATIONAL BANK OF CHICAGO,
not personally but solely as trustee,

by


Vice President

[CORPORATE SEAL]

Attest:

by


Authorized Officer

Title: Assistant Trust Officer

ACCEPTED:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not in its individual
capacity but solely as
Agent,

by

Ronald Dean
Authorized Officer

[Corporate Seal]

Attest:

by

Paul Wood
Authorized Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 6 day of OCTOBER, 1976, before me personally appeared SANFORD KOVITZ, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of EXCHANGE NATIONAL BANK OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said association and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said association.

Marion L. Fritscher
Notary Public

[NOTARIAL SEAL]

My commission expires

My Commission Expires May 18, 1980

TRANSFER AGREEMENT

ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>To Be Selected from Series Bearing ACL Road Numbers</u>
300	50' 55-ton box cars	ACL 31000-31799
200	70-ton woodchip open hopper cars	ACL 84500-84899